

MICHAEL J. DOHERTY (1882-1973)  
WILFRID E. RUMBLE (1891-1971)  
PIERCE BUTLER, JR. (1893-1957)  
J. C. FOOTE  
IRVING CLARK  
THEOPHIL RUSTERHOLZ  
FRANK CLAYBOURNE  
JOHN L. HANNAFORD  
PERRY M. WILSON, JR.  
JEROME HALLORAN  
HENRY D. FLASCH  
EUGENE M. WARLICH  
JAMES K. WITTENBERG  
JOHN J. MSGIRL, JR.  
THOMAS E. ROHRICHT  
BOYD H. RATCHY  
RALPH K. MORRIS  
BRUCE E. HANSON  
J. LAWRENCE MCINTYRE  
RICHARD A. WILHOIT  
WILLIAM J. COSGRIFF  
RICHARD B. PETERSON  
RONALD A. ZAMANSKY  
DEAN R. EDSTROM  
C. ROBERT BEATTIE  
DAVID G. MARTIN  
STEPHEN T. REFSELL  
TIMOTHY R. QUINN  
ALAN I. SILVER  
JAMES R. CRASSWELLER

DOHERTY, RUMBLE & BUTLER  
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DAVID P. DYSON  
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OF COUNSEL  
DANIEL W. O'BRIEN  
WILLIAM B. RANDALL  
FRANK S. FARRELL  
RICHARD H. MAGNUSON

RECORDATION NO. 14341

JUN 12 1984 - 2 22 PM

INTERSTATE COMMERCE COMMISSION

June 8, 1984

No. 4-164A143

Date JUN 12 1984

Fee \$ 50.00

ICC Washington, D. C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Mortgage, a primary document, dated June 4, 1984.

The names and addresses of the parties to the document are as follows:

Debtor (Mortgagor): Diesel Supply Company, Inc.  
1601 Industrial Road  
Hudson, Wisconsin 54016

Secured Party (Mortgagee): The First National Bank of Hudson  
307 Second Street  
Hudson, Wisconsin 54016

A description of the equipment covered by the document follows:

Included in the property covered by the aforesaid mortgage are railroad cars, locomotives and other rolling stock (and all proceeds thereof) intended for use related to interstate commerce, or interests therein, owned by Diesel Supply Company, Inc. at the date of said mortgage or thereafter acquired by it.

RECEIVED  
JUN 12 2 25 PM '84  
FEE OPERATION BR.  
I.C.C.

DOHERTY, RUMBLE & BUTLER

PROFESSIONAL ASSOCIATION

Interstate Commerce Commission

June 8, 1984

Page 2

A fee of \$50.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to:

Mr. John A. Yilek  
1500 First National Bank Building  
St. Paul, Minnesota 55101

A short summary of the document to appear in the index follows:

Mortgage between Diesel Supply Company, Inc., 1601 Industrial Road, Hudson, Wisconsin 54016 (Mortgagor), and The First National Bank of Hudson, 307 Second Street, Hudson, Wisconsin 54016 (Mortgagee), dated June 4, 1984, and covering all of the Mortgagor's railroad cars, locomotives and other rolling stock and all proceeds thereof, whether now owned or hereafter acquired.

Very truly yours,

DOHERTY, RUMBLE & BUTLER  
PROFESSIONAL ASSOCIATION



John A. Yilek  
Attorney for The First National  
Bank of Hudson

JAY/jll  
Encls.

6/13/84

**Interstate Commerce Commission**  
Washington, D.C. 20423

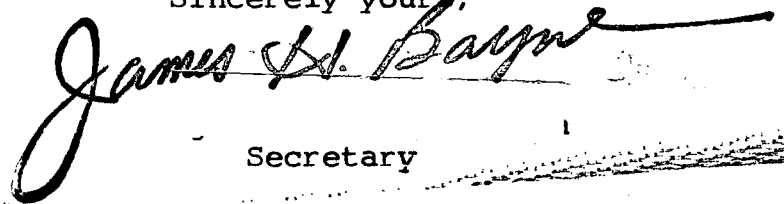
OFFICE OF THE SECRETARY

John A Yilek  
1500 First National Bank Building  
St. Paul Minnesota 55101

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/13/84 at 2:35pm and assigned re-recording number(s). 14341

Sincerely yours,

  
Secretary

Enclosure(s)

# CHattel SECURITY AGREEMENT

Business equipment, <sup>inventory</sup> and fixtures (and consumer goods and fixtures, and farm equipment and fixtures, if amount financed exceeds \$25,000), but NOT farm products

(Use only for loans (1) to organizations, or (2) primarily for a business purpose, or (3) when the amount financed exceeds \$25,000)

## 1. CREATION OF SECURITY INTEREST

The undersigned ("Debtor", whether one or more), grants to THE FIRST NATIONAL BANK OF HUDSON ("Secured Party") a security interest in the property, wherever located, described in Section 2 ("Collateral") to secure all debts, obligations and liabilities of any Debtor to Secured Party arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Secured Party to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

## 2. DESCRIPTION OF COLLATERAL

Make	Model	Year	Serial No. or Identification No.	Other Reasonable Identification	<input type="checkbox"/> If checked here, description continues on attached sheet

14 E.M.D. Model SD-45 locomotives, road numbers 6457, 6458, 6459, 6460, 6461, 6462, 6463, 6464, 6465, 6466, 6469, 6470, 6471, 6467

and all accessions to, and spare and repair parts, special tools and equipment and replacements for, and all proceeds of the foregoing, and all other locomotives, ~~xxxxxx~~ railroad cars, and other rolling stock now owned or hereafter acquired by Debtor, and all proceeds thereof.

### 3. WARRANTIES

- (a) **OWNERSHIP** — Debtor is the owner of the Collateral free of all liens, encumbrances and security interests (except Secured Party's security interest).
- ☒ (b) **PURCHASE MONEY** — If checked here, the Collateral is being acquired by Debtor with the proceeds of a loan from Secured Party with the proceeds will be used for no other purpose.
- (c) **USE AND ADDRESS** — The Collateral is used or bought for use *primarily* for the purpose checked below:
- ☐ Personal, family or household purposes, or farming operations, and the address of Debtor's residence is shown opposite Debtor's signature.
- ☒ Business, and the address of Debtor's residence, or if Debtor is a corporation or partnership, Debtor's place of business (or if Debtor has more than one place of business, the address of Debtor's chief executive office) is shown opposite Debtor's signature.

(d) **LOCATION OF COLLATERAL** —The Collateral will be kept at the address opposite Debtor's signature or, if not, at:

\_\_\_\_\_ St. Joseph Missouri  
(NO. AND STREET) (CITY OR TOWN) (COUNTY) (STATE)

and such location shall not be changed without the prior written consent of Secured Party, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(e) **FIXTURES** — If the Collateral is to be attached to real estate, the legal description of such real estate is:

(f) **CHANGE OF NAME OR ADDRESS**— Debtor shall immediately advise Secured Party in writing of any change in name or address.

#### 4. PERSONS BOUND

The obligations of all Debtors under this Agreement are joint and several. This Agreement benefits the Secured Party, its successors and assigns and binds the Debtor(s) and their respective heirs, personal representatives, successors and assigns.

## 5. OTHER PROVISIONS

RECORDATION NO. **4341** FILED 148

JUN 12 1984 -2 55 PM

**INTERSTATE COMMERCE COMMISSION**

**THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON THE REVERSE SIDE.**

Signed and Sealed on June 4, 19 84

Debtor's 1601 Industrial Road  
Address: SEE SECTIONS 3(C) AND (d)  
Hudson, Wisconsin 54016  
County: St. Croix

DIESEL SUPPLY COMPANY, INC. (SEAL)  
DEBTOR  
\*By: Paul J. Lamm, President  
Title  
THE FIRST NATIONAL BANK OF HUDSON (SEAL)  
\*By: A. Weiss, President  
Title  
\* Type or print name signed above.

ORIGINAL BANK COPY

## 6. ADDITIONAL PROVISIONS

(a) Maintenance of Collateral. Debtor shall: maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); defend it against all claims and legal proceedings by persons other than Secured Party; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise dispose of it or permit it to become a fixture or an accession to other goods except as specifically authorized in this Agreement or in writing by the Secured Party; not permit it to be used in violation of any applicable law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

(b) Insurance. Debtor shall keep the Collateral and Secured Party's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Secured Party from time to time, and shall provide evidence of such insurance satisfactory to Secured Party. Debtor assigns (and directs any insurer to pay) to Secured Party the proceeds of all such insurance and any premium refund and authorizes Secured Party to endorse in the name of Debtor any instrument for such proceeds or refunds and, at the option of Secured Party, to apply such proceeds and refunds to the unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral, or cancel the same after the occurrence of an event of default.

(c) Inspection of Collateral. Secured Party is authorized to examine the Collateral wherever located at any reasonable time. Debtor shall assist Secured Party in making any such inspection.

(d) Maintenance of Security Interest. Debtor shall pay all expenses and, upon request, take any action reasonably deemed necessary by Secured Party to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, maintain and protect Secured Party's interest in it or rights under this Agreement.

(e) Authority of Secured Party to Perform for Debtor. If Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Secured Party is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and to discharge any of the Obligations secured by this Agreement and shall be payable by Debtor upon demand with interest at the rate of payment by Secured Party at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(f) Default. Upon the occurrence of one or more of the following events of default:

(1) Nonperformance. Debtor fails to pay when due any of the Obligations, or to perform, or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Obligations;

(2) Inability to Perform. Debtor or a surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;

(3) Misrepresentation. Any warranty or representation made to induce Secured Party to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or

(4) Insecurity. Any other event which causes Secured Party, in good faith, to deem itself insecure;

the Obligations shall, at the option of Secured Party and without any notice or demand, become immediately payable; and Secured Party shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or document relating to the Obligations. With respect to such rights and remedies,

(5) Repossession. Secured Party may take possession of the Collateral without notice or hearing, which Debtor waives.

(6) Assembling Collateral. Secured Party may require Debtor to assemble the Collateral and to make it available to Secured Party at any convenient place designated by Secured Party.

(7) Notice of Disposition. Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.

(8) Expenses and Application of Proceeds. Debtor shall reimburse Secured Party for any expense incurred by Secured Party in protecting or enforcing its rights under this Agreement, including without limitation reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition, and disposing of the Collateral. After deduction of such expenses, Secured Party may apply the proceeds of disposition to the Obligations in such order and amounts as it elects.

(9) Waiver. Secured Party may waive any default without waiving any other subsequent or prior default by Debtor.

(g) Consumer Debt. Even though the Collateral may at any time secure a consumer credit transaction as defined in the Wisconsin Consumer Act ("Consumer Debt") by reason of this or any other agreement, Secured Party may exercise the rights and remedies in the Collateral provided by this agreement and the Uniform Commercial Code while any Obligations which is not a Consumer Debt remains outstanding. If Secured Party disposes of Collateral pursuant to such rights, Secured Party shall hold, for the benefit of Debtor, any proceeds in excess of the amount required to satisfy the Consumer Debt and the expenses referred to in section 6(f)(8) above.

(h) Non-Liability of Secured Party. Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Secured Party's willful misconduct.

(i) Waiver of Defenses Against Assignee. Debtor shall not assert against any assignee of Secured Party's right under this Agreement or any evidence of the Obligations any claim or defense Debtor may have against Secured Party.

(j) Charging Debtor's Credit Balance. Debtor grants Secured Party, as further security for the Obligations, a security interest in any credit balance and other money now or hereafter owed Debtor by Secured Party or any assignee of Secured Party, and, in addition, agrees that Secured Party may, at any time after the occurrence of an event of default, without notice or demand, set off against any such credit balance or other money all or any part of the unpaid balance of the Obligations.

(k) Interpretation. The validity, construction and enforcement of this Agreement are governed by the internal laws of the State of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. No choice of law or any provision of this Agreement shall not affect the validity of any other provision.


STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF ST. CROIX )

The foregoing instrument was acknowledged before me this 4th day of June, 1984, by Paul J. Kramer, the President of Diesel Supply Company, Inc., a Wisconsin corporation, on behalf of the corporation.

  
Notary Public  
Suzanne Rzepka  
NOTARY PUBLIC  
State of Wisconsin  
My Commission Expires  
March 13, 1988

STATE OF WISCONSIN )  
 ) SS.  
COUNTY OF ST. CROIX )

The foregoing instrument was acknowledged before me this 4th day of June, 1984, by Kenneth A. Heiser, the President of The First National Bank of Hudson, a United States corporation, on behalf of the corporation.

  
Notary Public  
Suzanne Rzepka  
NOTARY PUBLIC  
State of Wisconsin  
My Commission Expires  
March 13, 1988